

B2100A (Form 2100A) (12/15)

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc.

Case No. 08-13555 (SCC)

OMNIBUS TRANSFER OF CLAIMS OTHER THAN FOR SECURITY

CLAIMS HAVE BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the partial transfer, other than for security, of an undivided interest in the claims referenced in this evidence and notice.

CITIGROUP FINANCIAL PRODUCTS INC.

Name of Transferee

BAUPOST GROUP SECURITIES, L.L.C.

Name of Transferor

Name and Address where notices to transferee should be sent:

Court Claim # (if known): See Schedule 1
Amount of Claim Transferred: See Schedule 1
ISIN/CUSIP: See Schedule 1
Blocking Number:
Date Claim Filed:

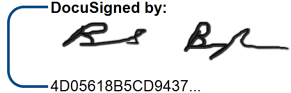
Citigroup Financial Products Inc.

390 Greenwich Street, 4th Floor
New York, New York 10013
ATTN: Kenneth Keeley
Email: Kenneth.Keeley@citi.com

With a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019
ATTN: Elanit Snow
Phone: 212-373-3000
Email: esnow@paulweiss.com

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: 
4D05618B5CD9437...
Transferee/Transferee's Agent

Date: December __, 2017

Brian S. Broyles - Authorized Signatory

Schedule 1

Proof of Claim	ISIN/CUSIP	Principal/Notional Amount Transferred	LBHI Allowed Amount Transferred
37818	XS0362745571	HKD 900,000	\$89,803.47
37841	XS0362745571	HKD 600,000.00	\$59,868.98
37887	XS0362745571	HKD 550,000.00	\$54,879.90
37891	XS0362745571	HKD 1,500,000.00	\$149,672.45
37948	XS0362745571	HKD 1,500,000.00	\$149,672.45
37967	XS0362745571	HKD 2,500,000.00	\$249,454.08
38002	XS0362745571	HKD 2,000,000.00	\$199,563.26
38125	XS0362745571	HKD 1,000,000.00	\$99,781.63
38130	XS0362745571	HKD 700,000.00	\$69,847.14
38137	XS0362745571	HKD 700,000.00	\$69,847.14
38166	XS0362745571	HKD 1,000,000.00	\$99,781.63
38170	XS0362745571	HKD 1,000,000.00	\$99,781.63
38319	XS0362745571	HKD 1,000,000.00	\$99,781.63
38629	XS0362745571	HKD 700,000.00	\$69,847.14
38637	XS0362745571	HKD 1,200,000.00	\$119,737.96
38781	XS0362745571	HKD 500,000.00	\$49,890.82
38893	XS0362745571	HKD 500,000.00	\$49,890.82

38939	XS0362745571	HKD 2,000,000.00	\$199,563.26
38957	XS0362745571	HKD 1,000,000.00	\$99,781.63
39001	XS0362745571	HKD 900,000.00	\$89,803.47
39042	XS0362745571	HKD 700,000.00	\$69,847.14
39365	XS0362745571	HKD 600,000.00	\$59,868.98
39645	XS0362745571	HKD 1,000,000.00	\$99,781.63
39685	XS0362745571	HKD 1,000,000.00	\$99,781.63
47548	XS0362745571	HKD 1,100,000.00	\$109,759.79
47573	XS0362745571	HKD 1,000,000.00	\$99,781.63
47684	XS0362745571	HKD 2,500,000.00	\$249,454.08
47834	XS0362745571	HKD 1,000,000.00	\$99,781.63
47856	XS0362745571	HKD 500,000.00	\$49,890.82
47899	XS0362745571	HKD 800,000.00	\$79,825.31
48017	XS0362745571	HKD 500,000.00	\$49,890.82
48073	XS0362745571	HKD 600,000.00	\$59,868.98
48074	XS0362745571	HKD 550,000.00	\$54,879.90
48083	XS0362745571	HKD 1,200,000.00	\$119,737.96
48178	XS0362745571	HKD 550,000.00	\$54,879.90
48182	XS0362745571	HKD 1,000,000.00	\$99,781.63
48349	XS0362745571	HKD 4,100,000.00	\$409,104.69
48477	XS0362745571	HKD 500,000.00	\$49,890.82

48499	XS0362745571	HKD 600,000.00	\$59,868.98
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AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **Baupost Group Securities, L.L.C.** (the “Seller”), hereby unconditionally and irrevocably sells, transfers and assigns to **Citigroup Financial Products Inc.** (the “Purchaser”), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the amounts specified in Schedule 1 attached hereto (collectively, the “Purchased Claims”), in Seller’s right, title and interest in and to the Proofs of Claim Numbers specified in Schedule 1 attached hereto filed by or on behalf of Seller or Seller’s predecessor in interest, as applicable (collectively, the “Proofs of Claim”) against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the “Proceedings”) in the United States Bankruptcy Court for the Southern District of New York (the “Court”), administered under Case No. 08-13555 (JMP) (the “Debtor”), (b) all rights and benefits of Seller relating to the Purchased Claims, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claims or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claims, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, “claims” as defined in Section 101(5) of Title 11 of the United States Code (the “Bankruptcy Code”), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claims, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claims, and (iv) any and all of the Seller’s right, title and interest in, to and under the transfer agreements, if any, under which the Seller or any prior sellers acquired the rights and obligations underlying or constituting a part of the Purchased Claims, but only to the extent related to the Purchased Claims, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the “Transferred Claims”), and (d) the security or securities (any such security, a “Purchased Security”) relating to the Purchased Claims and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that, in respect of the Transferred Claims and Purchased Securities sold by Seller hereunder: (a) the Proofs of Claim were duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court’s order setting the deadline for filing proofs of claim in respect of “Lehman Program Securities”; (b) the Proofs of Claim relate to one or more securities expressly identified on the list designated “Lehman Programs Securities” available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proofs of Claim include the respective Purchased Claims specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other allowed unsecured claims that are not entitled to priority under section 507 of the Bankruptcy Code and that are not subordinated; (g) Seller has received, either directly or indirectly from the Debtor, on or around April 6, 2017, and on or around October 5, 2017, distributions in respect of the Transferred Claims in the amounts set forth on Schedule 1 (the “12th LBHI Distribution” and the “13th LBHI Distribution”, respectively); (h) Seller has received, either directly or indirectly from Lehman Brothers Treasury Co. BV, distributions on or around May 4, 2017 and October 9, 2017 relating to the Purchased Securities in the amounts proportional to distributions made generally to holders of securities issued by Lehman Brothers Treasury Co. BV of the same class, type and priority; and (i) Seller has not received any payments or distributions, whether directly or indirectly, in respect of the Transferred Claims or the Purchased Securities in excess of distributions made generally to holders of the Purchased Securities.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives, with respect only to the Transferred Claims, to the fullest extent permitted by law any notice or right to receive notice of a hearing with respect to such transfer pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including,

without limitation, for voting and distribution purposes with respect to the respective Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of such Transferred Claims, and directing that all payments or distributions of money or property in respect of such Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser (including, for the avoidance of doubt and without limitation, the distribution scheduled to be made by the Debtor in respect of the Transferred Claims on or around December 7, 2017 (the "14th LBHI Distribution")). Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Seller and Purchaser agree to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proofs of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

[Signatures to follow on separate pages]

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 7th day of December 2017, by each Seller, severally and not jointly, and Purchaser.

Seller:

BAUPOST GROUP SECURITIES, L.L.C.

Purchaser:

CITIGROUP FINANCIAL PRODUCTS INC.

DocuSigned by:
By: 
Name: 240CDA98C9F64D3...
Title: Joelle Gavlick - Authorized Signatory
Citigroup Financial Products Inc.
390 Greenwich Street, 4th Floor
New York, New York
Attn: Kenneth Keeley
Email: Kenneth.keeley@citi.com

Schedule 1

Transferred Claims

Purchased Claims and Lehman Programs Securities to which Transfer Relates

Seller	POC	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	LBHI Allowed Amount	12th LBHI Distribution (USD)	13th LBHI Distribution (USD)
BAUPOST GROUP SECURITIES, L.L.C.	37818	XS0362745571	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	HKD 900,000	\$89,803.47	\$769.04	\$491.97
BAUPOST GROUP SECURITIES, L.L.C.	37841	XS0362745571	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	HKD 600,000.00	\$59,868.98	\$512.69	\$327.98
BAUPOST GROUP SECURITIES, L.L.C.	37887	XS0362745571	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	HKD 550,000.00	\$54,879.90	\$469.97	\$300.65
BAUPOST GROUP SECURITIES, L.L.C.	37891	XS0362745571	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	HKD 1,500,000.00	\$149,672.45	\$1,281.74	\$819.96
BAUPOST GROUP SECURITIES, L.L.C.	37948	XS0362745571	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	HKD 1,500,000.00	\$149,672.45	\$1,281.74	\$819.96
BAUPOST GROUP SECURITIES, L.L.C.	37967	XS0362745571	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	HKD 2,500,000.00	\$249,454.08	\$2,136.24	\$1,366.63
BAUPOST GROUP SECURITIES, L.L.C.	38002	XS0362745571	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	HKD 2,000,000.00	\$199,563.26	\$1,708.99	\$1,093.30

BAUPOST GROUP SECURITIES, L.L.C.	38125	XS0362745571	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	HKD 1,000,000.00	\$99,781.63	\$854.49	\$546.64
BAUPOST GROUP SECURITIES, L.L.C.	38130	XS0362745571	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	HKD 700,000.00	\$69,847.14	\$598.14	\$382.65
BAUPOST GROUP SECURITIES, L.L.C.	38137	XS0362745571	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	HKD 700,000.00	\$69,847.14	\$598.14	\$382.65
BAUPOST GROUP SECURITIES, L.L.C.	38166	XS0362745571	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	HKD 1,000,000.00	\$99,781.63	\$854.49	\$546.64
BAUPOST GROUP SECURITIES, L.L.C.	38170	XS0362745571	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	HKD 1,000,000.00	\$99,781.63	\$854.49	\$546.64
BAUPOST GROUP SECURITIES, L.L.C.	38319	XS0362745571	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	HKD 1,000,000.00	\$99,781.63	\$854.49	\$546.64
BAUPOST GROUP SECURITIES, L.L.C.	38629	XS0362745571	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	HKD 700,000.00	\$69,847.14	\$598.14	\$382.65
BAUPOST GROUP SECURITIES, L.L.C.	38637	XS0362745571	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	HKD 1,200,000.00	\$119,737.96	\$1,025.39	\$655.97
BAUPOST GROUP SECURITIES, L.L.C.	38781	XS0362745571	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	HKD 500,000.00	\$49,890.82	\$427.24	\$273.32
BAUPOST GROUP SECURITIES, L.L.C.	38893	XS0362745571	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	HKD 500,000.00	\$49,890.82	\$427.24	\$273.32

BAUPOST GROUP SECURITIES, L.L.C.	38939	XS0362745571	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	HKD 2,000,000.00	\$199,563.26	\$1,708.99	\$1,093.30
BAUPOST GROUP SECURITIES, L.L.C.	38957	XS0362745571	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	HKD 1,000,000.00	\$99,781.63	\$854.49	\$546.64
BAUPOST GROUP SECURITIES, L.L.C.	39001	XS0362745571	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	HKD 900,000.00	\$89,803.47	\$769.04	\$491.97
BAUPOST GROUP SECURITIES, L.L.C.	39042	XS0362745571	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	HKD 700,000.00	\$69,847.14	\$598.14	\$382.65
BAUPOST GROUP SECURITIES, L.L.C.	39365	XS0362745571	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	HKD 600,000.00	\$59,868.98	\$512.69	\$327.98
BAUPOST GROUP SECURITIES, L.L.C.	39645	XS0362745571	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	HKD 1,000,000.00	\$99,781.63	\$854.49	\$546.64
BAUPOST GROUP SECURITIES, L.L.C.	39685	XS0362745571	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	HKD 1,000,000.00	\$99,781.63	\$854.49	\$546.64
BAUPOST GROUP SECURITIES, L.L.C.	47548	XS0362745571	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	HKD 1,100,000.00	\$109,759.79	\$939.94	\$601.31
BAUPOST GROUP SECURITIES, L.L.C.	47573	XS0362745571	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	HKD 1,000,000.00	\$99,781.63	\$854.49	\$546.64
BAUPOST GROUP SECURITIES, L.L.C.	47684	XS0362745571	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	HKD 2,500,000.00	\$249,454.08	\$2,136.24	\$1,366.62

BAUPOST GROUP SECURITIES, L.L.C.	47834	XS0362745571	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	HKD 1,000,000.00	\$99,781.63	\$854.49	\$546.64
BAUPOST GROUP SECURITIES, L.L.C.	47856	XS0362745571	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	HKD 500,000.00	\$49,890.82	\$427.24	\$273.32
BAUPOST GROUP SECURITIES, L.L.C.	47899	XS0362745571	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	HKD 800,000.00	\$79,825.31	\$683.59	\$437.31
BAUPOST GROUP SECURITIES, L.L.C.	48017	XS0362745571	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	HKD 500,000.00	\$49,890.82	\$427.24	\$273.32
BAUPOST GROUP SECURITIES, L.L.C.	48073	XS0362745571	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	HKD 600,000.00	\$59,868.98	\$512.69	\$327.98
BAUPOST GROUP SECURITIES, L.L.C.	48074	XS0362745571	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	HKD 550,000.00	\$54,879.90	\$469.97	\$300.65
BAUPOST GROUP SECURITIES, L.L.C.	48083	XS0362745571	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	HKD 1,200,000.00	\$119,737.96	\$1,025.39	\$655.97
BAUPOST GROUP SECURITIES, L.L.C.	48178	XS0362745571	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	HKD 550,000.00	\$54,879.90	\$469.97	\$300.65
BAUPOST GROUP SECURITIES, L.L.C.	48182	XS0362745571	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	HKD 1,000,000.00	\$99,781.63	\$854.49	\$546.64
BAUPOST GROUP SECURITIES, L.L.C.	48349	XS0362745571	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	HKD 4,100,000.00	\$409,104.69	\$3,503.43	\$2,241.27

BAUPOST GROUP SECURITIES, L.L.C.	48477	XS0362745571	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	HKD 500,000.00	\$49,890.82	\$427.24	\$273.32
BAUPOST GROUP SECURITIES, L.L.C.	48499	XS0362745571	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	HKD 600,000.00	\$59,868.98	\$512.69	\$327.98

Additional Purchased Securities:

ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	LBHI Allowed Amount	12 th LBHI Distribution (USD)	13 th LBHI Distribution (USD)
XS0362745571	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	HKD 29,000,000	\$0.00	\$0.00	\$0.00

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